

Prepared by and Return to:
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P. O. Box 241
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ENCROACHMENT AGREEMENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

THIS AGREEMENT is made and entered into effective the 30th of May, 2006, by and between **David R. Staten and Debra L. Staten**, hereinafter "Staten", owners of the residence located upon Lot 42, Section A, Morrow Crest North, in Sections 1 and 2, Township 3 South, Range 8 West, DeSoto County, Mississippi, as shown by Plat appearing of record in Plat Book 62, Page 6 through 13 in the Office of the Chancery Court Clerk of DeSoto County, Mississippi.

WHEREAS, Andrew Bink and Marcell Bink, Co-Trustees of the Bink Family Trust, dated September 27, 1996, hereinafter "Bink" are the owners of Lot 41, Section A, Morrow Crest North, Subdivision situated in Sections 1 and 2, Township 3 South, Range 8 West, DeSoto County, Mississippi, as per plat thereof, recorded in Plat Book 62, Pages 6 through 13 in the Office of the Chancery Court Clerk of DeSoto County, Mississippi; and

WHEREAS, it has come to the attention of Staten and Bink that there exists an encroachment of a portion of the driveway parking pad of the residence located of Lot 41 onto Lot 42; and

WHEREAS, the parties agree and acknowledge that said encroachment has little or no effect upon Lot 42; and

WHEREAS, the parties hereto all agree that it would beneficial for the parties to reach an

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agreement for them and their successors in title to avoid any further conflict associated with said encroachment; and

WHEREAS, the parties all acknowledge having received, inspected and reviewed the survey of Hensley Land Surveying, dated May 11, 2006, showing said encroachment. True and correct copies of said survey being attached hereto as Exhibit "A"; and

WHEREAS, the parties acknowledge and agree that the said encroachment described herein will be minimal and have no effect upon either party's use of the land or value thereof;

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements of the parties as set forth herein, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, the parties do hereby agree and covenant as follows:

1. Staten does hereby grant and convey unto Bink an easement over and across that portion of their land onto which the Bink's driveway parking pad encroaches, said easement being solely for the purpose set forth herein and no other purpose. Bink shall have the right to enter upon the encroachment area for the purposes of maintaining said driveway parking pad. In the event that portion of the driveway which encroaches upon land of Staten should become and need a substantial repair, (for reasons other than minor insignificant cracking) and is no longer used for a driveway or parking purposes, this easement shall terminate and Bink shall remove the encroachment upon demand made by Staten. This easement shall run with the land. The encroachment area is more particularly described as Exhibit "B".

2. Bink hereby agrees to disclaim any right, title, or interest in any portion of the land of Staten by reason of said encroachment or otherwise accept for the encroachment easement rights granted herein.

3. This agreement and easement shall run with the land and shall be binding upon and inure to the benefit of the parties and their successors in title.

IN WITNESS WHEREOF, the parties do hereunto set their hands effective as of the 30th day of May, 2006.

OWNERS

David R. Staten
David R. Staten

Debra L. Staten
Debra L. Staten

ADJOINING OWNERS


Andrew Bink
Andrew Bink,
Individually and Co-Trustee of the
Bink Family Trust

Marcell Bink
Marcell Bink,
Individually and Co-Trustee of the
Bink Family Trust

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for the state and county aforementioned, the within named **David R. Staten and Debra L. Staten**, who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned as their free and voluntary act and deed for the purposes expressed therein.

Given under my hand and official seal this, the 2nd day of June, 2006.


Notary Public

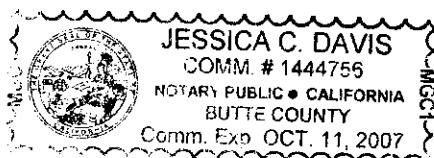
(Seal)

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
MY COMMISSION EXPIRES: Apr 9, 2009
BONDED THRU NOTARY PUBLIC UNDERWRITERS

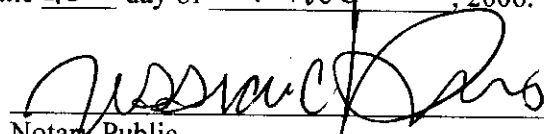
STATE OF CA
COUNTY OF SUTTER

PERSONALLY appeared before me, the undersigned authority in and for the state and county aforementioned, the within named **Andrew Bink and Marcell Bink, Individually and Co-Trustees of the Bink Family Trust**, who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned as their free and voluntary act and deed for the purposes expressed therein.

Given under my hand and official seal this, the 30th day of May, 2006.

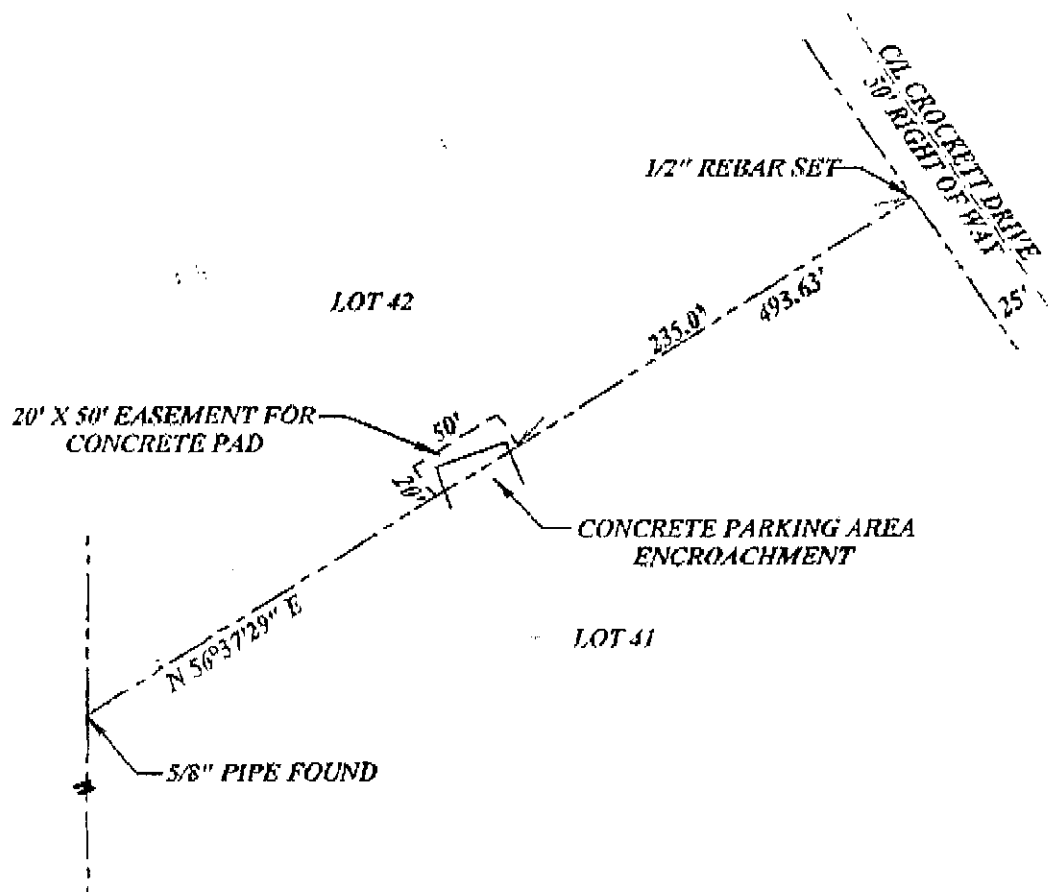


(Seal)


Notary Public

MORROW CREST NORTH SECTION "A" DIVISION LINE BETWEEN LOTS 42 & 41

Plat book 62 Page 6-13
SECTIONS 1 & 2, Township 3 South, Range 8 West



EASEMENT DESCRIPTION

COMMENCING AT THE NORTHEAST CORNER OF LOT 41, MORROW CREST NORTH SUBDIVISION BEING A 1/2" REBAR SET IN THE SOUTH LINE OF CROCKETT DRIVE, 50' RIGHT OF WAY, THENCE SOUTH 56-37-26 WEST ALONG THE DIVISION LINE BETWEEN LOTS 41 AND 42 A DISTANCE OF 235.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID LINE A DISTANCE OF 50.00 FEET; THENCE WITH A INTERIOR ANGLE TO THE LEFT OF 90 DEGREES A DISTANCE OF 20.00'; THENCE WITH A INTERIOR ANGLE OF 90 DEGREES TO THE LEFT BEING PARALLEL WITH SAID LOT LINE A DISTANCE OF 50.00' THENCE WITH A INTERIOR ANGLE OF 90 DEGREES A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING CONTAINING 1000 SQUARE FEET OF LAND.

Exhibit
"A"

NOTES:

1. THIS SURVEY IS SUBJECT TO ALL EASEMENTS AND RIGHTS OF WAY THAT MAY APPLY
2. BEARINGS ARE REFERENCED TO THE WEST LINE OF LOT 41

WENGLER AND SURVEYING

EASEMENT DESCRIPTION

COMMENCING AT THE NORTHEAST CORNER OF LOT 41, MORROW CREST NORTH SUBDIVISION BEING A 1/2" REBAR SET IN THE SOUTH LINE OF CROCKETT DRIVE, 50' RIGHT OF WAY, THENCE SOUTH 56-37-26 WEST ALONG THE DIVISION LINE BETWEEN LOTS 41 AND 42 A DISTANCE OF 235.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID LINE A DISTANCE OF 50.00 FEET; THENCE WITH A INTERIOR ANGLE TO THE LEFT OF 90 DEGREES A DISTANCE OF 20.00'; THENCE WITH A INTERIOR ANGLE OF 90 DEGREES TO THE LEFT BEING PARALLEL WITH SAID LOT LINE A DISTANCE OF 50.00' THENCE WITH A INTERIOR ANGLE OF 90 DEGREES A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING CONTAINING 1000 SQUARE FEET OF LAND.

Exhibit
"B"

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